

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2018-40-T - ORDER NO. 2018-317

MAY 9, 2018

IN RE:	Application of All My Sons of Charlotte	)	ORDER GRANTING
	South, LLC for a Class E (Household Goods)	)	CLASS E (HOUSEHOLD
	Certificate of Public Convenience and	)	GOODS) CERTIFICATE
	Necessity for Operation of Motor Vehicle	)	
	Carrier	)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of All My Sons of Charlotte South, LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks authority to operate in York, Lancaster, and Chester Counties. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on April 25, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by David Popowski, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Lessie Hammonds, Esquire. The Applicant presented the testimony of its Operations Manager Eric Seiden. ORS offered Thomas McGill of the Office of Safety and Transportation for questioning by the Commission.

Mr. Seiden testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers. During Mr. Seiden’s testimony, the

Applicant offered the Amended Application as Hearing Exhibit 1, its proposed tariff as Hearing Exhibit 2, a bill of lading as Hearing Exhibit 3, pictures as Hearing Exhibit 4, and a federal Department of Transportation Certificate as Hearing Exhibit 5. For ORS, Mr. McGill testified that the Applicant was fit, willing, and able to operate as a household goods mover.

The Commission also finds and concludes the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by existing authorized service. Therefore, the Application of All My Sons of Charlotte South, LLC should be granted.

IT IS THEREFORE ORDERED:

1. The Application of All My Sons of Charlotte South, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods with operating authority in York, Lancaster, and Chester Counties. Additionally, the Applicant's tariff and bill of lading, marked as Hearing Exhibit 2 and 3, attached to this Order as Order Exhibit 1, are approved.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2016) of the Department of

Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

This Order shall remain in full force and effect until further order of the Commission.

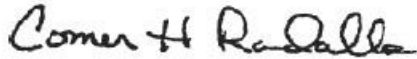
BY ORDER OF THE COMMISSION:



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Swain E. Whitfield, Chairman

ATTEST:



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Comer H. Randall, Vice Chairman

**AMS TARIFF NO. 1**

All My Sons of Charlotte South, LLC

JOINT AND LOCAL RATES  
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:  
All My Sons of Charlotte South, LLC



# All My Sons of Charlotte South, LLC

## I. Packing/Moving/Labor Rates:

### A. October 1 through April 30 (Off Peak)

#### 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$99.00
Van + 3 men	\$129.00
Van + 4 men	\$159.00

#### 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$109.00
Van + 3 men	\$139.00
Van + 4 men	\$169.00

### B. May 1 through September 30 (Peak)

#### 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$109.00
Van + 3 men	\$139.00
Van + 4 men	\$169.00

#### 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

#### Notes:

1. \$35 charge per hour per additional man.
2. Standard rates charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$198.00 (\$99.00 + \$99.00).
3. 2-hour labor minimum on all moves.
4. 3-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be

charged for moves originating within 0-50 miles from the Matthews, NC office / warehouse

6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$99 (off peak weekday van + 2 men) = round trip travel charge of \$297.00).
8. Wait time not caused by the carrier will be charged at the applicable hourly rate.
9. Additional stop other than the final destination charged at standard hourly rates.
10. For all active members of the Armed Forces, the carrier may utilize its off peak rates, regardless of season.
11. Hourly rates will be billed in quarter hour increments. All hourly rates will be rounded back to the nearest quarter hour from the origin to the destination. All hourly rates will be rounded forward to the nearest quarter hour from the destination returning to the origin.
12. The carrier will not charge for overtime.

## II. Packing Containers (Material Prices)

Material Cost	Price	Material	Price
Carton 1.5 (small)	\$3.00	Mattress Carton	\$15.00
Carton 3.0 (med.)	\$4.00	Mattress Bag	\$10.00
Carton 4.5 (large)	\$5.00	Shrink-Wrap(per roll)	\$24.00
Carton 6	\$6.00	Paper Pad	\$3.50
Lamp Box	\$6.00	Newsprint 25# bundle	\$35.00
Mirror Carton	\$14.00	Tape (Roll)	\$4.00
Dish Pack	\$14.00	TV Box Rental	\$40.00
Wardrobe	\$14.00	Moving Blanket	\$20.00

### Notes:

1. Packing labor included at hourly rates noted above + cost of materials.

## III. Storage

In transit storage (less than 180 days)	\$70.00 per vault per month
Overnight storage (including holding goods on a truck)	\$200.00 per night per truck
Long term storage (more than 180 days)	\$60 per vault per month

**IV. Fuel Surcharge**

A fuel surcharge of 8% of the total packing labor/moving labor/travel charges will be added to each bill.

**V. Bulky Items**

At standard packing/labor/moving Hourly Rates

**VI. Billing / Other**

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

**VII. Rules and Regulations****A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically expected. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

**B. Computing Charges**

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V less and applicable discounts or charges waived by the carrier at its sole discretion.



2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

**C. Governing Authorities**

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of this tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

**D. Items of Particular Value**

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession with or without All My Sons Moving & Storage's knowledge.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with a copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

**F. Delays**

02:31:00 p.m. 12-20-2017	25	18884864312
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To: Page 25 of 44

2017-12-20 19:34:21 (GMT)

- I. All My Sons Moving & Storage is not liable for any delays in transporting household goods resulting from an act of God.



**NOTICE**  
**LIMITATION OF LIABILITY ON**  
**PRESSBOARD, PARTICLE BOARD AND/OR**  
**ENGINEERED WOOD FURNITURE**

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- ❖ **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- ❖ **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- ❖ **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.**

\_\_\_\_\_  
Shipper, owner, or consignee

\_\_\_\_\_  
Date



**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. Initial: \_\_\_\_\_
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack these items & are unaware of their existing condition. Initial: \_\_\_\_\_
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value. Initial: \_\_\_\_\_
4. **Appliances/Electronics:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate will need to be built for their protection. We can provide this for you at an additional charge. Initial: \_\_\_\_\_
5. **Firearms/Chemicals:** We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving. Initial: \_\_\_\_\_
6. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. Initial: \_\_\_\_\_
7. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: Initial: \_\_\_\_\_
8. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding 60 cents per pound per article unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles: **NO ADDITIONAL VALUATION PURCHASED.** Initial: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4/13/2018

BOL

Order Exhibit 1  
Docket No. 2018-40-T  
Order No. 2018-317  
May 9, 2018  
Page 19 of 12

BRAND: ALLMYSONS  
OFFICE: CHARLOTTE SOUTH

PRINTED BY:

PAGE

1

BOOKING REFERENCE #:	STATUS	DATE	AGENT:	LEAD TYPE:
LEAD DATE:			SOURCE:	MOVE TYPE:

## ORIGIN INFORMATION

CUSTOMER NAME:		COMPANY NAME:	
PHONE:	ALTERNATE PHONE:		
MOVE DATE:	DAY OF WEEK:		
ESTIMATE:	SQ-FT: _____ BDRMS: OTHER RMS: TOTAL RMS: 0 APPROX WEIGHT: 0		
ORIGINATION:	STAIRS: 0	ELEVATOR:	LONG WALK:
DISTANCE FROM OFFICE:	ADDRESS: CITY: STATE: ZIP:		

ADDITIONAL STOPS: # OF STOPS

## DESTINATION INFORMATION:

CONTACT NAME:			
DESTINATION:	DISTANCE FROM ORIGIN:		
DISTANCE FROM OFFICE:	STAIRS:	ELEVATOR: 0	LONG WALK:
PHONE:	ADDRESS:		
ALT:	CITY:	STATE:	ZIP:

## GENERAL INFORMATION:

CREW SIZE:	# OF TRUCKS:	STORAGE:	SIZE: ' X '
@:	MINIMUM HOURS:	TRAVEL TIME:	OTHER COSTS:
LOCAL OFFICE INSTRUCTIONS:			

BRAND: ALLMYSONS  
OFFICE: CHARLOTTE SOUTH

PRINTED BY: NATHAN FAIR

PAGE

2

BOOKING REFERENCE #:	STATUS	DATE	AGENT:	LEAD TYPE:
LEAD DATE:			SOURCE:	MOVE TYPE:

## PACKING SERVICES:

NAME: ETHAN MAULBIN

SLOT: STARTER

ROOMS: 0

NUMBER OF ITEMS:

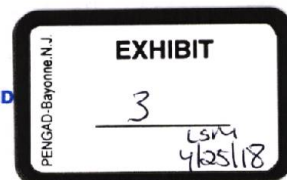
PACKING/UNPACKING OPTION:

SPECIAL EQUIPMENT  
NEEDED:PACKING  
MATERIALS:

UNITS DESCRIPTION

UNIT COST EXTENDED

SPECIALTY ITEMS:





4/13/2018

BOL

Order Exhibit 1  
Docket No. 2018-40-T  
Order No. 2018-317  
May 9, 2018  
Page 10 of 12

JOB/CUSTOMER  
NOTES:

**CUBE SHEET INFORMATION:**

LIVING ROOM: DINING ROOM:  
BEDROOM: MISC:  
PORCH AND OUTDOOR: APPLIANCES:  
KITCHEN: NURSERY:

**CUBE TOTAL:**  
**WEIGHT FACTOR:**  
**TOTAL ESTIMATED WEIGHT:**

**COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL**

**ALL MY SONS MOVING & STORAGE OF CHARLOTTE SOUTH, LLC.**

All My Sons of Charlotte South, LLC.  
629 Stallings Road Matthews NC 28104  
OFFICE: 704-413-3930 CUSTOMER CARE: 866-941-1849

BOL# 7606

DOT NO.

ICC MC

PSC

NAME:

FROM:  
TO:

721 HAWKSBILL COURT

TEL: 615-525-1446

APT:  
APT:

START:

FINISH:

**TIME RECORD**

AM

PM

AM

PM

CUSTOMER INITIALS

CUSTOMER INITIALS

JOB HOURS:

TRAVEL TIME:

TOTAL HOURS:

**OTHER STOPS:**

MOVING DATE: 4/12/2018

DAY THU

TIME

AM  
PM

MOVING RATE:

VANS

MEN @ \$

PER JOB HR PLUS

HRS IN TRAVEL TIME

**ESTIMATE OR REMARKS**

(APPROX ESTIMATE-PACKING DATE-INSTRUCTIONS  
ON-JOB OR OTHER INFO)

LABOR

PIANO CHGS

TRAVEL TIME(HRS)

OTHER

**RATES AND DESCRIPTION**

HOURS @

PER HR

**CHARGES**

**VALUATION**

CUSTOMER (SHIPPER) IS REQUIRED TO DECLARE IN WRITING THE  
RELEASED VALUE OF THE PROPERTY. THE AGREED OR DECLARED VALUE  
OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE CUSTOMER  
(SHIPPER) AND CONFIRMED BY THEIR SIGNATURE HEREON TO BE NOT  
EXCEEDING 60 CENTS PER POUND PER ARTICLE UNLESS SPECIFICALLY  
EXCEPTED. THE CUSTOMER (SHIPPER) HEREBY DECLARES VALUATIONS  
IN EXCESS OF THE ABOVE LIMITS ON THE FOLLOWING ARTICLES:

**NO ADDITIONAL VALUATION PURCHASED**

SHIPPER-IMPORTANT-READ WHAT YOU ARE SIGNING

X \_\_\_\_\_ DATE: \_\_\_\_\_

**PACKING MATERIALS**

DISH PACKS (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

CARTONS 1.5 CU. FT (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

CARTONS 3 CU. FT (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

CARTONS 4.5 CU.FT (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

MIRROR CARTON (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

PAPER PADS (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

SHRINK-WRAP (LOCAL) \_\_\_\_\_ @ \$ \_\_\_\_\_

ARTICLE	VALUE
---------	-------

**IMPORTANT**  
(SIGN HERE BEFORE START OF ANY SERVICE)

THE SHIPPER, SUBJECT TO AND BASED ON THE RATES, RULES, REGULATIONS, AND CONDITIONS IN THE CARRIERS LAWFULLY PUBLISHED TARIFF HEREBY ORDERS THE CARRIER TO FURNISH TRANSPORTATION FACILITIES AND SERVICE DESCRIBED HEREIN SUBJECT TO ALL CONDITIONS HEREIN CONTAINED INCLUDING VALUATION AGREED OR DECLARED AND THE CONDITIONS ON THE BACK HEREOF WHICH ARE HEREBY AGREED TO BY THE SHIPPER AND CARRIER, AND THE SHIPPER AND ITS ASSIGNS, UNLESS CREDIT ARRANGEMENTS ARE MADE IN WRITING THE SHIPPER AGREES TO PAY THE CHARGES IN CASH, MONEY ORDER OR CERTIFIED CHECK PRIOR TO COMPLETE DELIVERY.

CUSTOMER: \_\_\_\_\_

BY: \_\_\_\_\_

MOVER: ALL MY SONS MOVING & STORAGE OF  
CHARLESTON, LLC.

BY: \_\_\_\_\_

**DELIVERY RECEIPT**

(EXCEPT AS SPECIFICALLY AND/OR SAID HEREON  
ALL SERVICES AND ALL ARTICLES RECEIVED IN GOOD CONDITION)

CUSTOMER:

BY:

WARDROBES (LOCAL)  
SPEED PACK (LOCAL)  
ROLL OF BUBBLE WRAP  
MATTRESS BAG KING  
NEWS PRINT FULL ROLL/25LB.  
TAPE (ROLLS)(INTERSTATE)

## PACKING MATERIALS

OTHER OVERTIME BEGINS AFTER 8 HOURS

CARRIER LIABILITY; SHIPPER DECLARES THE FULL VALUE OF THE SHIPMENT FOR THE PURPOSE OF CARRIER LIABILITY TO BE:

AMT.\$ @ \$ PER \$

**\$250 DEDUCTIBLE**

**ALL CLAIMS MUST BE FILED WITHIN 30 DAYS  
OF THIS RECEIPT**

**8 % FUEL SURCHARGE**

**TOTAL CHARGES**

### ADVANCE DEPOSIT

**TOTAL BALANCE DUE**

## RECEIVED PAYMENT

MOVER: ALL MY SONS MOVING & STORAGE OF CHARLESTON, LLC.

BY: \_\_\_\_\_

TERMS: CHANGES PAYABLE IN CASH, MONEY ORDER, OR CERTIFIED CHECK ON DELIVERY

## CONTRACT TERMS AND CONDITIONS

SEC. 1. (A) THE CARRIER OR PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE AS AT A COMMON LAW FOR ANY LOSS THEREOF OR DAMAGE THERETO.

**EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OF PIECES OR CONTAINERS.**

(B) NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR ANY LOSS THEREOF OR DAMAGE THERE TO OR DELAY CAUSED BY THE ACT OF GOD, THE PUBLIC ENEMY, THE ACTS OF PUBLIC AUTHORITY, QUARANTINE, RIOTS, STRIKES, PERILS OF NAVIGATION, THE ACT OR DEFAULT OF THE SHIPPER OR OWNER, THE NATURE OF THE PROPERTY OR DEFECT OR INHERENT VICE THEREIN, EXCEPT IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY PART OF IT IS PACKED, UNPACKED, OR PACKED AND UNPACKED BY THE SHIPPER OR ITS AGENT. EXCEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR DAMAGE TO OR LOSS OF CONTENTS OF PIECES OF FURNITURE, CRATES, BUNDLES, CARTONS, BOXES, BARRELS OR OTHER CONTAINERS UNLESS SUCH CONTENTS ARE OPEN FOR THE CARRIER'S INSPECTION AND THEN ONLY FOR SUCH ARTICLES AS ARE SPECIFICALLY LISTED BY THE SHIPPER AND RECEIPTED FOR THE CARRIER OR ITS AGENT.

(C) EXCEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR PARTY POSSESSION, THE CARRIER OR PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHALL NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSIBLE HIGHWAY, OR LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE, OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT.

(D) EXCEPT IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION THE CARRIER OR PARTY IN POSSESSION SHALL NOT BE LIABLE FOR LOSS, DAMAGE, OR DELAY OCCURRING WHILE THE PROPERTY IS STOPPED AND HELD OR STORED IN TRANSIT UPON REQUEST OF THE SHIPPER, OWNER, OR PARTY ENTITLED TO MAKE SUCH REQUEST. WHETHER SUCH REQUEST WAS MADE BEFORE OR AFTER THE CARRIER COMES INTO POSSESSION OF THE PROPERTY.

(E) IN CASE OF QUARANTINE THE PROPERTY MAY BE DISCHARGED AT THE RISK AND EXPENSE OF THE OWNERS INTO QUARANTINE DEPOT OR ELSEWHERE, AS REQUIRED BY QUARANTINE REGULATIONS, OR AUTHORITIES, AND IN SUCH CASE, CARRIER'S RESPONSIBILITY SHALL CEASE WHEN THE PROPERTY IS SO DISCHARGED, OR PROPERTY MAY BE RETURNED BY CARRIER AT OWNER'S EXPENSE TO SHIPPING POINT EARNING CHARGES BOTH WAYS. QUARANTINE EXPENSES OF WHATEVER NATURE OR KIND UPON OR IN RESPECT TO PROPERTY SHALL BE BORNE BY THE OWNERS OF THE PROPERTY OR BY LIEN THEREON. THE CARRIER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OCCASIONED BY FUMIGATION OR DISINFECTATION OR OTHER ACTS DONE OR REQUIRED BY QUARANTINE REGULATIONS OR AUTHORITIES EVEN THOUGH THE SAME MAY HAVE BEEN DONE BY CARRIER'S OFFICERS, AGENTS, OR EMPLOYEES, NOR FOR DETENTIONS, LOSS, OR DAMAGE OF ANY KIND OCCASIONED BY QUARANTINE OR THE ENFORCEMENT THEREOF. NO CARRIER SHALL BE LIABLE, EXCEPT IN CASE OF NEGLIGENCE, FOR ANY MISTAKE OR INACCURACY IN ANY INFORMATION FURNISHED BY THE CARRIER, ITS AGENTS, OR OFFICERS, AS TO QUARANTINE LAWS OR REGULATIONS. THE SHIPPER SHALL HOLD THE CARRIERS HARMLESS FROM ANY EXPENSE THEY MAY INCUR, OR DAMAGES THEY MAY BE REQUIRED TO PAY, BY REASON OF THE INTRODUCTION OF THE PROPERTY COVERED BY THIS CONTRACT INTO ANY PLACE AGAINST THE QUARANTINE LAWS OR REGULATION IN EFFECT AT SUCH PLACE.

## CLAIMS PROCEDURE AND LIMITATIONS

SEC. 2. (A) NO CARRIERS IS BOUND TO TRANSPORT SAID PROPERTY BY ANY PARTICULAR SCHEDULE, VEHICLE, TRAIN OR VESSEL OR OTHERWISE THAN WITH REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IN CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY CARRIER OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION. IN ALL CASES NOT PROHIBITED BY LAW, WHERE A LOWER VALUE THAN ACTUAL VALUE HAS BEEN REPRESENTED IN WRITING BY THE SHIPPER OR HAS BEEN AGREED UPON IN WRITING AS THE RELEASED VALUE OF THE PROPERTY AS DETERMINED BY THE CLASSIFICATION OR TARIFFS UPON WHICH THE RATE IS BASED, SUCH LOWER VALUE SHALL BE MAXIMUM AMOUNT TO BE RECOVERED, WHETHER OR NOT SUCH LOSS OR DAMAGE OCCURS FROM NEGLIGENCE.



4/13/2018

BOL

(B) AS A CONDITION PRECEDENT TO RECOVERY, CLAIMS MUST BE FILED IN WRITING WITH THE RECEIVING OR DELIVERING CARRIER, OR CARRIER ISSUING THIS BILL OF LADING, OR CARRIER IN POSSESSION OF THE PROPERTY WHEN THE LOSS, DAMAGE, INJURY OR DELAY OCCURRED, WITHIN NINE MONTHS AFTER DELIVERY OF THE PROPERTY (OR IN CASE OF EXPORT TRAFFIC, WITHIN NINE MONTHS AFTER DELIVERY AT PORT OF EXPORT) OR, IN CASE OF FAILURE TO MAKE DELIVERY, THEN WITHIN NINE MONTHS AFTER A REASONABLE TIME, FOR DELIVERY HAS ELAPSED; AND SUITS SHALL BE INSTITUTED AGAINST ANY CARRIER ONLY WITHIN TWO YEARS AND ONE DAY FROM THE DAY WHEN NOTICE IN WRITING IS GIVEN BY THE CARRIER TO THE CLAIMANT THAT THE CARRIER HAS DISALLOWED THE CLAIM OR ANY PART THEREOF SPECIFIED IN THE NOTICED. WHERE CLAIMS ARE NOT FILED OR SUITS ARE NOT INSTITUTED THEREON IN ACCORDANCE WITH THE FOREGOING PROVISIONS, NO CARRIER HEREUNDER SHALL BE LIABLE, AND SUCH CLAIMS WILL NOT BE PAID.

(C) ANY CARRIER OR PARTY LIABLE ON ACCOUNT OF LOSS OR DAMAGE TO ANY OF SAID PROPERTY SHALL HAVE THE FULL BENEFIT OF ANY INSURANCE THAT MAY HAVE BEEN EFFECTED UPON OR ON ACCOUNT OF SAID PROPERTY SO FAR AS THIS SHALL NOT AVOID THE POLICIES OR CONTRACTS OF INSURANCE; PROVIDED THAT THE CARRIER REIMBURSE THE CLAIMANT FOR THE PREMIUM PAID THEREON.

(D) ANY CLAIM FOR LOSS, DAMAGE OR OVER CHARGE WHETHER MADE BY THE CONSIGNEE, CONSIGNOR OR A THIRD PARTY BENEFICIARY, SHALL BE IN WRITING AND SHALL BE ACCOMPANIED BY ORIGINAL PAID BILL OF TRANSPORTATION AND ORIGINAL BILL OF LADING, IF NOT PREVIOUSLY SURRENDERED TO CARRIER. CARRIER MAY REQUIRE CERTIFIED OR SWORN STATEMENT OF CLAIM.

SEC. 3. EXCEPT WHERE SUCH SERVICE IS REQUIRED AS THE RESULT OF CARRIER'S NEGLIGENCE, ALL PROPERTY SHALL BE SUBJECT TO NECESSARY COOPERAGE, PACKING AND REPACKING AT OWNER'S COST.

SEC. 4. (A) PROPERTY NOT RECEIVED BY THE PARTY ENTITLED TO RECEIVE IT WITHIN THE FREE TIME (IF ANY) ALLOWED BY TARIFFS LAWFULLY ON FILE (SUCH FREE TIME TO BE COMPUTED AS THEREIN PROVIDED) AFTER NOTICE OF THE ARRIVAL OF THE PROPERTY AT DESTINATION OR AT THE PORT OF EXPORT (IF INTENDED FOR EXPORT) HAS BEEN DULY SENT OR GIVEN, AND AFTER PLACEMENT OF THE PROPERTY FOR THE DELIVERY AT DESTINATION, AT THE TIME TENDER OF DELIVERY OF THE PROPERTY TO THE PARTY ENTITLED TO RECEIVE IT OR AT THE ADDRESS GIVEN FOR DELIVERY HAS BEEN MADE, MAY BE KEPT IN VEHICLE, WAREHOUSE OR PLACE OF BUSINESS OF THE CARRIER, SUBJECT TO THE TARIFF CHARGE FOR STORAGE AND CARRIER'S RESPONSIBILITY AS WAREHOUSEMAN, ONLY, OR AT THE OPTION OF THE CARRIER, MAY BE REMOVED TO AND STORED IN A WAREHOUSE AT THE POINT OF DELIVERY OR AT OTHER AVAILABLE POINTS, AT THE COST OF THE OWNER, AND THERE HELD WITHOUT LIABILITY ON THE PART OF THE CARRIER, AND SUBJECT TO A LIEN FOR ALL TRANSPORTATION AND OTHER LAWFUL CHARGES, INCLUDING A REASONABLE CHARGE FOR STORAGE. IN THE EVENT THE CONSIGNEE CAN NOT BE FOUND AT THE ADDRESS GIVEN FOR DELIVERY, THEN IN THAT EVENT, NOTICE OF THE PLACING OF SUCH GOODS IN WAREHOUSE SHALL BE LEFT AT THE ADDRESS GIVEN FOR DELIVERY AND MAILED TO ANY OTHER ADDRESS GIVEN ON THE BILL OF LADING FOR NOTIFICATION, SHOWING THE WAREHOUSE IN WHICH SUCH PROPERTY HAS BEEN PLACED, SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH.

(B) WHERE NONPERISHABLE PROPERTY WHICH HAS BEEN TRANSPORTED TO DESTINATION HEREUNDER IS REFUSED BY CONSIGNEE OR THE PARTY ENTITLED TO RECEIVE IT UPON TENDER OF DELIVERY, OR SAID CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT FAILS TO RECEIVE IT OR CLAIM 15 DAYS AFTER NOTICE OF ARRIVAL OF THE PROPERTY AT THE DESTINATION SHALL HAVE BEEN DULY SENT OR GIVEN, THE CARRIER MAY SELL THE SAME AT PUBLIC AUCTION TO THE HIGHEST BIDDER, AT SUCH PLACE AS MAY BE DESIGNATED BY THE CARRIER; PROVIDED, THAT THE CARRIER SHALL HAVE FIRST MAILED, SENT, OR GIVEN TO THE CONSIGNOR NOTICE THAT THE PROPERTY HAS BEEN REFUSED OR REMAINS UNCLAIMED, AS THE CASE MAY BE, AND THAT WILL BE SUBJECT TO SALE UNDER THE TERMS OF BILL OF LADING IF DISPOSITION BE NOT ARRANGED FOR, AND SHALL HAVE PUBLISHED NOTICE CONTAINING A DESCRIPTION OF THE PROPERTY, THE NAME OF THE PARTY TO WHOM THE CONSIGNEE, AND THE TIME AND PLACE OF SALE, ONCE A WEEK FOR TWO SUCCESSIVE WEEKS, IN A NEWSPAPER OF GENERAL CIRCULATION AT THE PLACE OF SALE OR NEAREST PLACE WHERE SUCH NEWSPAPER IS PUBLISHED; PROVIDED, THAT 30 DAYS SHALL HAVE ELAPSED BEFORE PUBLICATION OF NOTICE OF SALE AFTER SAID NOTICE THAT THE PROPERTY WAS REFUSED OR REMAINS UNCLAIMED WAS MAILED, SENT, OR GIVEN.

(C) WHERE PERISHABLE PROPERTY WHICH HAS BEEN TRANSPORTED TO DESTINATION IS REFUSED BY CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT, OR CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT SHALL FAIL TO RECEIVE IT PROMPTLY, THE CARRIER MAY, IN ITS DISCRETION, TO PREVENT DETERIORATION OR FURTHER DETERIORATION, SELL THE SAME TO THE BEST ADVANTAGE AT PRIVATE OR PUBLIC SALE; PROVIDED, THAT, IF THERE BE TIME FOR SERVICE OF NOTIFICATION TO THE CONSIGNOR OR OWNER OF THE REFUSAL OF THE PROPERTY OR THE FAILURE TO RECEIVE IT AND REQUEST FOR DISPOSITION OF THE PROPERTY, SUCH NOTIFICATION SHALL BE GIVEN IN SUCH MANNER AS THE EXERCISE OF THE DILIGENCE REQUIRES, BEFORE THE PROPERTY IS SOLD.

(D) WHERE THE PROCEDURE PROVIDED FOR IN THE TWO PARAGRAPHS LAST PRECEDING IS NOT POSSIBLE, IT AGREED THAT NOTHING CONTAINED IN SAID PARAGRAPHS SHALL BE CONSTRUED TO ABRIDGE THE RIGHT OF THE CARRIER AT ITS OPTION TO SELL THE PROPERTY UNDER SUCH CIRCUMSTANCES AND IN SUCH MANNER AS MAY BE AUTHORIZED BY LAW.

(E) THE PROCEEDS OF ANY SALE MADE UNDER THIS SECTION SHALL BE APPLIED BY THE CARRIER TO THE PAYMENT OF ADVANCES, TARIFF CHARGES, PACKING, STORAGE, AND ANY OTHER LAWFUL CHARGES AND THE EXPENSE OF NOTICE, ADVERTISEMENT SALE, AND OTHER NECESSARY EXPENSE AND OF CARING FOR THE MAINTAINING THE PROPERTY, IF PROPER CARE OF THE SAME REQUIRES SPECIAL EXPENSE, AND SHOULD THERE BE A BALANCE IT SHALL BE PAID TO THE OWNER OF THE PROPERTY SOLD HEREUNDER.

(F) WHERE THE CARRIER IS DIRECTED TO LOAD PROPERTY FROM (OR RENDER ANY SERVICES) A PLACE OR PLACES AT WHICH THE CONSIGNOR OR HIS AGENT IS NOT PRESENT, THE PROPERTY SHALL BE AT RISK OF THE OWNER BEFORE LOADING.

WHERE THE CARRIER IS DIRECTED TO UNLOAD OR DELIVER PROPERTY (OR RENDER ANY SERVICES) AT THE PLACE OR PLACES AT WHICH THE CONSIGNEE OR ITS AGENT IS NOT PRESENT, THE PROPERTY SHALL BE AT THE RISK OF THE OWNER AFTER UNLOADING OR DELIVERY.

#### ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

SEC. 5. NO CARRIER HEREUNDER WILL CARRY OR BE LIABLE IN ANY WAY FOR ANY DOCUMENTS, SPECIE, OR FOR ANY ARTICLES OF EXTRAORDINARY VALUE NOT SPECIFICALLY RATED IN THE PUBLISHED CLASSIFICATIONS OR TARIFFS UNLESS A SPECIAL AGREEMENT TO DO SO AND STIPULATED VALUE OF THE ARTICLES ARE HEREON.

SEC. 6. EXPLOSIVES OR DANGEROUS GOODS WILL NOT BE ACCEPTED FOR SHIPMENT. EVERY PARTY WHETHER PRINCIPAL OR AGENTS SHIPPING SUCH GOODS SHALL BE LIABLE FOR ANY INDEMNITY THE CARRIER AGAINST ALL LOSS OR DAMAGE CAUSED BY SUCH GOODS AND CARRIER WILL NOT BE LIABLE FOR SAFE DELIVERY OF THE SHIPMENT.

#### MOVER (CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

SEC. 7. THE OWNER OR CONSIGNEE SHALL PAY THE ADVANCES, TARIFF CHARGES, PACKING AND STORAGE, IF ANY, AND ALL OTHER LAWFUL CHARGES ON SAID PROPERTY; BUT, EXCEPT IN THOSE INSTANCES WHERE IT MAY LAWFULLY BE AUTHORIZED TO DO SO, NO CARRIER SHALL DELIVER OR RELINQUISH POSSESSION AT DESTINATION OF THE PROPERTY COVERED BY THIS BILL OF LADING UNTIL ALL TARIFF RATES AND CHARGES THEREON HAVE BEEN PAID. THE CONSIGNOR SHALL BE LIABLE FOR THE ADVANCES, TARIFF CHARGES, PACKING CHARGES, STORAGE AND ALL OTHER LAWFUL CHARGES, EXCEPT THAT IF THE CONSIGNOR STIPULATES, BY SIGNATURE IN THE SPACE PROVIDED FOR THAT PURPOSE ON THE FACE OF THIS BILL OF LADING THAT THE CARRIER SHALL NOT MAKE DELIVERY WITHOUT REQUIRING PAYMENT OF SUCH CHARGES AND THE CARRIER CONTRARY TO SUCH STIPULATION, SHALL MAKE A DELIVERY WITHOUT REQUIRING SUCH PAYMENT, THE CONSIGNOR (EXCEPT AS HEREINAFTER PROVIDED) SHALL NOT BE LIABLE FOR SUCH CHARGES; PROVIDED, THAT, WHERE THE CARRIER HAS BEEN INSTRUCTED BY THE SHIPPER OR CONSIGNOR TO DELIVER SAID PROPERTY TO A CONSIGNEE OTHER THAN THE SHIPPER OR CONSIGNOR, SUCH CONSIGNEE SHALL NOT BE LEGALLY LIABLE FOR TRANSPORTATION CHARGES IN RESPECT OF THE TRANSPORTATION OF SAID PROPERTY (BEYOND THOSE BILLED AGAINST HIM AT THE TIME OF DELIVERY FOR WHICH HE IS OTHERWISE LIABLE) WHICH MAY BE FOUND TO BE DUE AFTER THE PROPERTY HAS BEEN DELIVERED TO HIM, IF THE CONSIGNEE (A) IS AN AGENT ONLY AND HAS NOT BENEFICIAL TITLE IN SUCH PROPERTY AND (B) PRIOR TO DELIVERY OF SAID PROPERTY HAS NOTIFIED THE DELIVERY CARRIER IN WRITING OF THE FACT OF SUCH AGENCY AND ABSENCE OF BENEFICIAL TITLE, IN THE CASE OF A SHIPMENT RECON SIGNED OR DIVERTED TO A POINT OTHER THAN THAT SPECIFIED IN THE ORIGINAL BILL OF LADING, HAS ALSO NOTIFIED THE DELIVERING CARRIER IN WRITING OF THE NAME AND ADDRESS OF THE BENEFICIAL OWNER OF SAID PROPERTY; AND IN SUCH CASES THE SHIPPER OR CONSIGNOR, OR, IN THE CASE OF A SHIPMENT SO RECOGNIZED OR DIVERTED, THE BENEFICIAL OWNER, SHALL BE LIABLE FOR SUCH ADDITIONAL CHARGES. IF THE CONSIGNEE HAS GIVEN TO THE CARRIER ERRONEOUS INFORMATION AS TO WHO THE BENEFICIAL OWNER IS, SUCH CONSIGNEE SHALL HIMSELF BE LIABLE FOR SUCH ADDITIONAL CHARGES. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE CARRIER TO REQUIRE, AT TIME OF SHIPMENT, THE PREPAYMENT OF THE CHARGES. IF UPON INSPECTION IT IS ASCERTAINED THAT THE ARTICLES SHIPPED ARE NOT THOSE DESCRIBED IN THIS BILL OF LADING, THE ADVANCES OR TARIFF CHARGES MUST BE PAID UPON THE ARTICLES ACTUALLY SHIPPED.

SEC. 8. IF THIS BILL OF LADING IS ISSUED ON THE ORDER OF THE SHIPPER, OR HIS AGENT, IN EXCHANGE OR IN SUBSTITUTION FOR ANOTHER BILL OF LADING, THE SHIPPER'S SIGNATURE TO THE PRIOR BILL OF LADING AS TO THE STATEMENT OF VALUE OR OTHERWISE, OR ELECTION FOR COMMON LAW OR BILL OF LADING LIABILITY, IN OR IN CONNECTION WITH SUCH PRIOR BILL OF LADING, SHALL BE CONSIDERED A PART OF THIS BILL OF LADING AS FULLY AS IF THE SAME WERE WRITTEN OR MADE IN OR IN CONNECTION WITH THIS BILL OF LADING.

SEC. 9. ANY ALTERATION, IN ADDITION OR ERASURE IN THIS BILL OF LADING WHICH SHALL BE MADE WITHOUT THE SPECIAL NOTATION HEREON OF THE AGENT OF THE CARRIER ISSUING THIS BILL OF LADING SHALL BE WITHOUT EFFECT, AND THIS BILL OF LADING SHALL BE ENFORCEABLE ACCORDING TO ITS ORIGINAL TENOR.

#### ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARE SUBJECT TO ARBITRATION.

SEC. 10. ANY CONTROVERSY OR CLAIM ARISING OUT OF RELATING TO THIS CONTRACT, THE BREACH THEREOF, OR THE GOODS AFFECTED THEREBY, WHETHER SUCH CLAIMS BE FOUNDED IN TORT OR CONTRACT, SHALL BE SETTLED BY ARBITRATION UNDER THE ARBITRATION LAW OF THE CARRIER'S STATE AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER, THAT UPON ANY SUCH ARBITRATOR OR ARBITRATORS MAY NOT VARY OR MODIFY ANY OF THE FOREGOING PROVISIONS.